

EMPLOYMENT CONTRACT

BETWEEN

THE FOWLerville COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

Fowlerville Educational Support Personnel Association,
MEA-NEA
[Food Service Bargaining Unit]

2009-2012

INDEX

	PAGE
ARTICLE I	
Recognition and Terms	3
ARTICLE II	
Board of Education Rights	3
ARTICLE III	
Guarantee of Rights	4
ARTICLE IV	
Dues, Fees, and Payroll Deduction	4
ARTICLE V	
Seniority	6
ARTICLE VI	
Filling Vacancies	7
ARTICLE VII	
Substituting & Rosters	8
ARTICLE VIII	
Working Hours and Conditions	9
ARTICLE IX	
Holidays	10
ARTICLE X	
Employee Insurance Fringe Benefits	11
ARTICLE XI	
Paid Leaves	15
ARTICLE XII	
Unpaid Leaves	17
ARTICLE XIII	
Miscellaneous	18
ARTICLE XIV	
Grievance Procedures	18

ARTICLE XV
Reduction and Recall20

ARTICLE XVI
Strike Prohibition.....21

ARTICLE XVII
Duration/Signature Page22

WAGE SCHEDULE.....23

APPENDIX A
Longevity Flat Fee Incentive24
Flat Fee Incentive.....24

APPENDIX B
Grandfathered Members.....26

LETTERS OF AGREEMENT
403(b) Qualified Retirement Plan.....27

EMPLOYMENT CONTRACT

This Contract entered into this 1st day of July 2009, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Fowlerville Support Staff Association, MEA/NEA, hereinafter referred to as the "Association."

ARTICLE I RECOGNITION AND TERMS

- A. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for Food Service Employees, excluding all others such as, but not limited to, all Supervisory and substitute Employees.
- B. This Contract shall expire on June 30, 2012.
- C. The terms and conditions of this Agreement are to be effective upon ratification by both parties.

ARTICLE II BOARD OF EDUCATION RIGHTS

- A. The Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this Agreement.
- B. The Employer agrees to pay the legally specified contribution to the Michigan Public Schools Employees Retirement Fund on the gross wages for each Employee covered by this Agreement.

RESERVED RIGHTS:

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the Revised School Code and conferred upon and vested in it by the Laws and Constitution of the State of Michigan and of the United States, including by way of illustration and not limitation, the rights to:
 - 1. The executive management and administrative control of the School District, its properties, equipment, facilities, and operations and to direct the employment activities and affairs of its Employees;
 - 2. Hire all Employees and determine their qualifications and the conditions of their continued employment;
 - 3. Promote, transfer and assign all Employees;
 - 4. Determine the size of the work force, and to expand or reduce the work force;
 - 5. Establish, continue or revise policies and adopt work rules and regulations;
 - 6. Dismiss, demote and discipline Employees;

7. Establish, modify or change any work, business or school hours or days;
 8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or sub-contracting thereof or changes therein, and the institution of new and/or improved methods.
 9. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or sub-division of buildings or other facilities.
 10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be consistent with Board policies then in effect and the specific and express terms of this Agreement providing the same are legal. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

ARTICLE III GUARANTEE OF RIGHTS

In addition to the terms of this contract, and the policies of the Board of Education, the Association is hereby guaranteed all rights established by state law. The Board reserves the right to hire all Employees subject to the provisions of law and evaluate the effectiveness of the Employee. The Board reserves the right, based upon this evaluation, to promote, demote, transfer or dismiss such Employees limited only by the specific terms of this Agreement. The Board of Education maintains its prerogatives as established by law, including the institution of policies not in conflict with the terms of this contract.

ARTICLE IV DUES, FEES, AND PAYROLL DEDUCTION

- A. Association Members. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- B. With respect to all sums deducted by the Employer pursuant to authorization of the Employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees to disburse said sums upon direction of the Association within fifteen (15) days.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the legally permissible MEA policy and procedures

regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed and/or exhausted, all other administrative and judicial procedures shall be barred.

- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages, and remit same to the Association. Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- E. The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.
- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school-year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date. The Association agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, unemployment, and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:
1. The damages have not resulted from the gross negligence, misfeasance, nor malfeasance of the Board or its agents, the Employer gives timely notice to the Association, and permits the Association intervention as a party if it so desires.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or the cost of defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action and the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
- G. Any bargaining unit member who is a member of the Association, or who has applied for membership, shall sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and

contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, (local) assessments and contributions from the regular wage check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed ten (10) deductions. Any Employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the Employee taking paid leave provided for in the Agreement.

- H. For those Employees who properly execute and personally deliver to the business office payroll deduction cards, the Board agrees to deduct the specified sum and remit same to the Livingston/Oakland Federal Credit Union, approved annuities and any other plans or programs jointly approved by the Association and the Board.

ARTICLE V SENIORITY

- A. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular Employee. A new Employee shall be regarded as probationary for the first sixty (60) actual days of work of his/her employment as a regular Employee.
- B. In the event two or more Employees have the same seniority date, the last four (4) digits of their Social Security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.
- C. No Employee who has completed the probationary period shall be disciplined, reprimanded or discharged without just cause. Probationary Employees are employed "at will" and may be disciplined or terminated at the discretion of the Employer. The termination of a probationary Employee shall not be subject to arbitration.
- D. Seniority is lost only by resignation or discharge of the Employee.
- E. Seniority shall accrue based on years of continuous employment from the Employee's last date of hire.
- F. Time on lay off or approved medical/FMLA or workers compensation shall not constitute a break of continuous employment and shall continue to accrue seniority. Time spent on other unpaid leave greater than fifteen (15) consecutive work days shall not count towards seniority.
- G. There shall be a seniority list for food service Employees. The lists shall be prepared by the Employer and available to the respective Employees by December 1st of each year. The Employee then has twenty (20) work days to challenge his/her placement on the list. If no challenge is made within this timeline, the list shall be deemed correct.

ARTICLE VI
FILLING VACANCIES

A. Back to School Bid Meeting:

Prior to the beginning of each school year all cook positions shall be open for bidding. Prior to the conclusion of each school year each Employee shall be notified of the August bid meeting date, which will be held on the third Monday in August. A week prior to the bid meeting, each Employee shall be mailed the bid schedule, listing each open position, noting the main dish cook position, and a job task list for each cook position (not to be confused with a job description). Total hours and the start and ending time for each position will be listed. On the bid meeting day, each Employee shall select, in the order of seniority, with the greatest seniority having the first opportunity to bid his/her assignment for the ensuing year. Any Employee who is unable to attend the bid meeting shall be responsible for giving to the Association representative and Director of Food and Nutrition Services his/her written proxy bid which shall include his/her first three (3) choices. If none of his/her proxy choices are available, or if no proxy has been received, then the Employee shall be assigned a position as close as possible to his/her prior year's assignment by the Director of Food and Nutrition Services. Attendance at this meeting is a regular part of each food service position and therefore attendance is mandatory and each Employee shall be compensated at his/her regular rate of pay.

B. Filling Vacancies During the School Year

When a regularly scheduled cook position becomes vacant, increased by fifteen (15) minutes or more, or a newly established cook position is created during the school year, a bid meeting will be held within ten (10) workdays to fill that vacancy, subject to the conditions below. If a position is decreased by fifteen (15) minutes or more, all positions shall be subject to bid at the bid meeting.

1. Employees will be given at least five work days notice of a bid meeting to fill the vacancy and any subsequent vacancies which may arise at the bid meeting.
2. The Association Representative or designee may bid for an Employee who is unable to attend due to illness, emergency, or other extenuating circumstances. The absent Employee shall provide a written proxy form to the Director of Food and Nutrition Services and Association Representative listing the Employee's three choices. If none of his/her three choices are available, the Employee will stay at his/her current position or a position with hours as close as possible to the previous position.
3. Attendance at the bid meeting is voluntary and as such, no compensation will be issued.
4. Positions will be awarded to the most senior Employee that bids on the position.
5. All changes in positions will be implemented as soon as possible, but no later than five (5) work days after the bid meeting.
6. Vacancies created at the end of the school year (after May 1st) will be up for bid at the back to school bid meeting.

C. Managers and Delivery Driver

When filling the position of manager and delivery driver, the applicants shall be from within the bargaining unit. If only one (1) or no internal employees apply, then outside applicants may be

considered. Final selection will be based upon experience, competency, qualifications, length of service in the District, staffing needs, and other relevant factors. There will be up to a thirty (30) work day trial period for the newly appointed Employee which may be ended by the Employee or Employer prior to the conclusion of the thirty (30) work day trial period. If either the employer or employee decides to end the trial period before completion, the employee shall return to his/her former position. (If the position is filled with an applicant from outside the bargaining unit, the Employee will serve a sixty (60) work day trial period). The position vacated by the Employee in the trial period may be filled by using the extra hours procedure set forth in Article VII.C. A substitute may be used to fill any vacancy created as a result of the trial period. The vacated position shall then be filled by the procedures in this Article. The Food Service Director may fill the manager/delivery driver position from outside the bargaining unit if the trial period in this section was utilized.

D. Timelines

Vacancies not filled from within the unit shall be filled with a new hire no later than thirty (30) work days from the bid meeting. If no suitable candidates are available, the Food Service Director shall meet with the Association to determine the timelines.

ARTICLE VII
SUBSTITUTING & ROSTERS

- A. There shall be two (2) rosters for sign up posted at the beginning of the school year Bid Meeting for five (5) working days. The rosters shall be labeled: #1 Catering and #2 Delivery Driver. The Food Service Director shall maintain and post the rosters outside her office for Employees to view. Those Employees who choose not to sign up, shall not be eligible for catering or driving until the next year's sign up period. New Employees who wish to be eligible for catering or driving shall sign the roster within their first five (5) days of hire.
- B. Extra hours outside of catering at a building will be offered to those building Employees based on seniority. Shifts will not be split for one (1) hour or less unless they occur at the beginning or end of the day.
- C. After building Employees have accepted or rejected the added time, any remaining time may be filled from outside the bargaining unit or from within the bargaining unit at another building. Whenever possible, substitutes should receive the fewest hours available.
- D. No more than three (3) people (unit and/or non-unit members) will be assigned to replace one (1) Employee's absence.
- E. If a food service Employee is trying a new recipe and needs extra time for one day only, the regular Employee shall be allowed to expand his/her day by the extra time needed subject to Supervisor pre-approval.
- F. Food service Employees shall be offered the opportunity to work scheduled half days, or other pre-approved time. These hours will equal at least their regularly scheduled hours times four (4) for the purpose of cleaning or other assigned duties.
- G. Catering: Catering events requiring shifts of one (1) hour or less will first be offered to building Employees who signed the catering roster where the event takes place. Other events with longer shifts more than an hour will be posted. Those Employees interested in working the event will sign the

posting. Shifts will be assigned by seniority on a rotational basis. The District reserves the right to assign staff based on special skills or experience. When an insufficient number of Employees are available, shifts will be assigned beginning with the lowest seniority qualified Employee on the catering roster.

- H. Temporary Hours: "Temporary" time added to a current Employee's regularly scheduled hours or a "temporary" new position, shall not exceed twenty (20) consecutive work days unless mutually agreed to by the bargaining unit and Administration. After the twenty (20) consecutive work day period, if it is determined by management that the hours are to become permanent, then those hours or the new position shall be posted according to Article VI.
- I. If it appears that additional time beyond regular work hours may be required to prepare for certain catering, the building manager will confer with the Food Service Director so that an informed decision with respect to approval of extra time can be made by the Food Service Director.
- J. Benefits for Employees temporarily working more hours will continue to be based on their bid positions.
- K. Starting on the eleventh (11th) work day that a cook fills in temporarily for a manager, the cook will be paid on the first step of the manager's wage scale that exceeds the cook's present rate of pay.

ARTICLE VIII WORKING HOURS & CONDITIONS

- A. Workweek: For the purpose of this Contract, the work week shall consist of five (5) consecutive days, Monday through Friday. Notification of any change in the Employee's regularly scheduled work week shall be given to the Employee by his/her immediate Supervisor by Thursday of the week prior to any such change.
- B. The hours for food service Employees shall be set at the start of each school year. The following classifications shall work at least the identified hours;

Managers/Truck Driver	7.0 hours a day
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- C. Food Service employees shall be guaranteed their daily rate of pay for one hundred sixty eight (168) work days plus seven (7) holidays, but may be required to attend in-service programs or perform other assignments at the times determined and scheduled by the Employer to fulfill their obligations.
- D. Working Hours and Conditions: Each Employee who works three (3) or more hours per day shall receive a paid fifteen (15) minute break along with an Employer provided meal. Employees who work less than three (3) hours per day will receive a free beverage. An Employee working at least six (6) hours and less than seven (7) hours receives a twenty (20) minute break with meal; and seven (7) or more hours, two (2) fifteen (15) minute breaks with meal.
- E. Should additional daily hours be needed, Employees currently working shall be offered, by seniority in that building, the additional hours if it does not interfere with their currently scheduled work day.
- F. Each Employee shall notify the Supervisor or designee when he she will be absent from work, not later than one (1) hour before the Employee's regularly scheduled work time, except in emergency situations.
- G. It shall be mandatory for all Food Service Employees to wear Employer-approved uniforms each day. Employees must observe all District and county health codes related to clothing and personal hygiene when reporting to work including, but not limited to, wearing hair restraints, clean clothing, keeping

fingernails clean and trimmed (no polish) and removing all jewelry except wedding ring before reporting to work.

Upon successful completion of the probationary period, Employees will be provided three (3) uniforms, which consists of three (3) shirts and three (3) aprons, and hat or hairnet each year at no cost to the Employee. The Employee can choose between the approved hat or hairnet. The driver will be provided two (2) sweatshirts. Employees who terminate their employment with the District must return their uniforms or agree to have the cost of their uniforms deducted from their final pay.

- H. The Employer shall provide ten (10) calendar days' notice when feasible for mandatory in-service or attendance at District scheduled meetings.
- I. There will be a manager in each kitchen who shall receive at least the highest scheduled hours worked in that building.
- J. The delivery truck driver shall possess a valid State of Michigan drivers license and maintain less than seven (7) points on his/her driving record. Food Service Employees who sign the Delivery Roster and substitute for the Delivery Driver must meet the above qualifications. These substitutes will be paid driver wages at their current step plus certification pay, if applicable.
- K. Food prepared for specialty days outside the School District shall not result in any Employee receiving fewer hours per day. (i.e. Domino's, Subway, etc.)
- L. Effective with the first pay for the school year, full time (seven (7) hours per day) Food Service Employees shall have the choice of 21 or 26 Pay Periods. Implementation of this procedure may be delayed pending the result of the annual bid meeting. For all other Employees, pay periods would remain as twenty-one (21).
- M. No Food Service Employee shall be scheduled alone unless a custodian or other DistrictSchool District Employee is in the building. The other Employee shall be instructed to check in on the food service Employee on a regular basis.

ARTICLE IX
HOLIDAYS

FOOD SERVICE:

The following days will be paid by the Employer at the Employee's regular scheduled work hours, even though no work is performed by the Employee:

- | | |
|----------------------------------|------------------|
| 1. Labor Day | 5. New Years Day |
| 2. Wednesday before Thanksgiving | 6. Good Friday |
| 3. Thanksgiving Day | 7. Memorial Day |
| 4. Christmas Day | |

ARTICLE X
EMPLOYEE INSURANCE
FRINGE BENEFITS

FOOD SERVICE:

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member and his/her dependents as follows with financial participation by the members. Food Service employees who work seven (7) hours a day or thirty-five hours (35) per week shall receive the following:

Plan A: Food Service:

MESSA Choices II, \$300/\$600 Deductible in-network, \$600/\$1200 Deductible out-of-network. SaverRx \$10.00 generic, \$40.00 brand name.

Office Visit \$20.00 co-pay, Urgent Care \$25.00 co-pay, Emergency Room \$50.00 co-pay.

Dental Benefits: SET/SEG Self Funded 75/75/75/50
Annual Maximum \$2000.00
Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%
\$3000 Maximum
60 Working Days Straight Wait
Freeze on Offsets
Alcohol/Drug Two Year Limitation
Mental/Nervous Two Year Limitation

Employee will contribute toward the monthly cost of the plan described above as follows:

Single	\$15/month
Two Person	\$100/month
Family	\$160/month

Beginning July 1, 2011, Fowlerville Community Schools will pay the first 5% of each annual health insurance increase. Employees will cover the cost of any annual increase over 5%. The employee contribution carries over each year of the contract. The employee will assume the full cost of the deductible, office co-pays and the prescription drug costs.

Special Note: Each September and January employees covered by health insurance will provide documentation for children ages 19-25 that they are enrolled fulltime and are attending college. Fulltime is 12 credits or more.

Plan B: Food Service – For employees who qualify for but opt out of insurance

Cash-in-Lieu of Insurance: \$250.00 per month

Dental Benefits: SET/SEG Self Funded 75/75/75/50
Annual Maximum \$2000.00
Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%
\$3000 Maximum
60 Working Days Straight Wait
Freeze on Offsets
Alcohol/Drug Two Year Limitation
Mental/Nervous Two Year Limitation

Plan C: Food Service Managers/or Driver who are hired after May 1, 2006 who regular scheduled work day is seven (7) or more hours a day or thirty-five (35) hours week will be eligible for Single Subscriber insurance. Please refer to Appendix C for current grandfathered Managers/or Drivers who qualify for insurance including full family.

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member as follows with financial participation by the members.

MESSA Choices II, \$300/\$600 Deductible in-network, \$600/\$1200 Deductible out-of-network. SaverRx \$10.00 generic, \$40.00 brand name.

Office Visit \$20.00 co-pay, Urgent Care \$25.00 co-pay, Emergency Room \$50.00 co-pay.

Dental Benefits: SET/SEG Self Funded 75/75/75/50
Annual Maximum \$2000.00
Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%
\$3000 Maximum
60 Working Days Straight Wait
Freeze on Offsets
Alcohol/Drug Two Year Limitation
Mental/Nervous Two Year Limitation

Employee will contribute toward the monthly cost of the plan described above as follows:

Single	\$15/month
Two Person	\$100/month
Family	\$160/month

Beginning July 1, 2011, Fowlerville Community Schools will pay the first 5% of each annual health insurance increase. Employees will cover the cost of any annual increase over 5%. The employee contribution carries over each year of the contract. The employee will assume the full cost of the deductible, office co-pays and the prescription drug costs.

Plan D: Food Service employees whose regular scheduled work day is four (4) hours or more but less than Seven (7) hours a day will have the option to receive 50% paid of the following which includes financial participation by the employee:

MESSA Choices II, \$300/\$600 Deductible in-network, \$600/\$1200 Deductible out-of-network. SaverRx \$10.00 generic, \$40.00 brand name,

Office Visit \$20.00 co-pay, Urgent Care \$25.00 co-pay, Emergency Room \$50.00 co-pay.

Dental Benefits: SET/SEG Self Funded 75/75/75/50
Annual Maximum \$2000.00
Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%
\$3000 Maximum
60 Working Days Straight Wait
Freeze on Offsets
Alcohol/Drug Two Year Limitation
Mental/Nervous Two Year Limitation

Food Service Employees who elect not to take Plan D will still be eligible for the following benefits:

- Negotiated Life: \$10,000.00

- Long Term Disability: 66 2/3%
\$3000 Maximum
60 Working Days Straight Wait
Freeze on Offsets
Alcohol/Drug Two Year Limitation
Mental/Nervous Two Year Limitation

Beginning July 1, 2011, Fowlerville Community Schools will pay the first 5% of each annual health insurance increase. Employees will cover the cost of any annual increase over 5%. The employee contribution carries over each year of the contract. The employee will assume the full cost of the deductible, office co-pays and the prescription drug costs.

Special Note: Each September and January employees covered by health insurance will provide documentation for children ages 19-25 that they qualify to be covered by the districts health insurance policy.

Plan E: Food Service employees whose regular scheduled work day is less than four (4) hours will receive District paid:

- (1) \$10,000 negotiated life insurance policy which provides accidental death benefits.

Note: Any Employee who is responsible for a pro rata share of the above benefits shall sign a payroll deduction authorization form before coverage can begin.

MISCELLANEOUS FRINGE BENEFITS:

- A. Where more than one (1) member of the same family, i.e. husband and wife, are employed by the Board and are eligible Employees for the specified insurance coverage, only one (1) of said Employees shall-be eligible for health insurance coverage. In the event an Employee's spouse is employed by someone other than the Board and his or her Employer provides equivalent health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said Employee. Not later than the third Monday of September each year every Employee shall certify, in writing, that his/her spouse does not have equivalent insurance coverage at his or her place of employment.

- B. LTD Coverage; The Board shall provide non-duty related sickness and accident coverage which shall commence once the Employee has served a sixty (60) work day waiting period. This benefit shall provide the bargaining unit member sixty-six and two-thirds (66 2/3) per cent of her/his wage, including social security benefits for the duration of the disability or to age sixty-five (65) whichever occurs first. All provisions of the insurance contract in effect on the date of ratification shall be controlling in determining Employee eligibility for disability benefits.

Disability of any Employee occasioned by work-related injury shall be exclusively covered by worker's compensation.

- C. When an Employee has exhausted all accumulated sick leave days and sickness and accident benefits, he/she shall be eligible for a medical leave of-absence without pay of not to exceed twelve (12) months, provided he/she submits medical proof of inability to perform normal duties. During the said twelve (12) month period, the Board may request medical recertification of inability to perform normal duties. Such leave may be renewable annually upon the request of the Employee.
- D. Employees whose fringe benefits require an Employee contribution shall sign and authorize a payroll deduction form for his/her share of benefits costs before coverage can begin. Additionally, those Employees who owe for the months of July/August shall arrange with the Employer a schedule of payments for July/August premiums.
- E. The Board will provide personnel with the opportunity to participate in a Flexible Benefit Plan as defined by the Internal Revenue Service.
- F. Whenever an Employee is absent (i.e., dock day), the Employee must pay the premium cost paid by the Employer for each such dock day through payroll deduction from his/her pay unless the Employee is entitled to Employer-paid insurance pursuant to the FMLA. The amount that the Employee would pay per day would be determined by dividing the annual premium contribution paid by the Employer (July 1 through June 30) by the number of annual work days that the Employee is scheduled to work.
- G. During the length of the contract and mutually agreeable by the Association and District other health insurance plans could be reviewed if it is beneficial to both parties.

ARTICLE XI PAID LEAVES

A. SICK LEAVE:

- 1. Sick leave will be granted monthly at a rate of ten (10) days each year. Sick leave shall be accumulated up to one hundred (150) days.
- 2. Sick Leave shall be granted for the following purposes:
 - a. Personal illness of such a nature as to render the member unfit for service, or for reason of medical, optical or dental injury or for purposes of treatment and/or examination.
 - b. Quarantine of member.
 - c. Illness of an immediate family member; limited to parents, siblings, spouse, guardian, child or ward.
 - d. Illness or disability due to pregnancy.
- 3. Allowance for sick leave for staff members employed less than one (1) year will be prorated on the basis of time served.
- 4. The Employer may require an Employee to provide medical verification when the Employer has a reasonable basis to question the fitness of the Employee's ability to work or the Employee is

suspected of abusing sick leave. The verification will be at District expense to the extent not covered by insurance and the Employee was not otherwise going to the doctor.

5. Food service Employee sick leave time will be in half or full day increments.
6. If an Employee calls in sick the night before a day when school is cancelled due to an act of God, a day shall not be deducted from the Employee's sick leave accumulation.

B. PERSONAL BUSINESS:

Personal business is an activity of a nature that requires the Employee's presence during the school day and cannot be attended to at another time or day. Requests for personal business leave shall, when possible, be requested in writing five (5) school days in advance. These days are not to be used for vacation. An Employee who is planning to use a personal business leave day on the day prior to a regularly scheduled holiday or on the day immediately following a regularly scheduled holiday must have prior written approval from their immediate Supervisor. Unused personal business days will be accumulated as sick days at the end of each school year. The Employer shall approve/ disapprove within forty-eight (48) hours of request.

1. All Employees: Two (2) personal business days shall be available each school year (July 1 to June 30). If two (2) are requested consecutively, a reason must be submitted to the Superintendent in writing for consideration. A maximum of two (2) personal business days will be approved for any work day.
2. Emergency situations shall be handled by the Superintendent or his or her designee, on a case by case basis.

C. Bereavement Leaves: Up to five (5) days of absence with pay will be granted to Employees for the death of an Employee's spouse, siblings, parents, guardians, child or ward. Two (2) days per year may be used for the death of an Employee's grandparents, grandchild, mother or father-in-law, brother or sister-in-law, niece, nephew, or significant other. Significant other is a person with whom a meaningful, long-term relationship has taken place (not to be confused with a good friend). If, unfortunately, there is more than one death that applies to this paragraph, an additional day will be granted. The District will consider extenuating circumstances, if more than two (2) days is needed for an above person. The Employee can request the Superintendent or his/her designee to consider additional days. One (1) of the five (5) days may be set apart to deal with matters related to the death which cannot be dealt with at another time.

D. Emergency situations may be handled at the discretion of the Administration.

E. Association Days: The District would grant a total of two (2) Association days to use each school year for Association business.

ARTICLE XII
UNPAID LEAVES

- A. MATERNITY, CHILD CARE, GENERAL LEAVE: Pursuant to the Family and Medical Leave Act (FMLA) of 1993, an Employee who has been employed at least twelve (12) months and has worked at least twelve hundred fifty (1,250) hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one (1) or more of the following reasons;
1. Due to the birth of the Employee's child in order to care for the child.
 2. Due to the placement of a child with the Employee for adoption or foster care.
 3. Due to the need to care for the Employee's spouse, child, or parent who has a serious health condition.
 4. Due to a serious health condition that renders the Employee incapable of performing the functions of her/his job.
 - a. "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.
- Any leave taken under this Contract for the above purposes shall be charged against the Employee's leave entitlement under the FMLA at the election of either the Board or the Employee. Other conditions of the FMLA shall apply to leaves in this Section. This shall not preclude the Employee from using any benefits provided which are greater than the FMLA. Any health condition not covered above shall be discussed between the Employer and the Employee in order to permit the Employee to be away from his/her job.
- B. Maternity Leave: Maternity/child care leaves will be granted upon written request for a period of up to one (1) calendar year. Before the leave time expires, the Employee shall notify the Employer in writing of readiness to return. In the event the Employee fails to indicate readiness to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this Agreement or individual employment contract. Leaves of absence shall commence at such time as the Employee is unable to continue on active duty due to her pregnancy, unless the Employee requests an earlier leave commencement time, which is approved by the Board. Sick leave may be used for physical disability prior to the unpaid maternity/child care leave but not during the unpaid/child care leave.
- C. Board Leave: Upon Board approval, leave of absence without pay for sickness or injury to an Employee or immediate family (spouse or child) shall be granted for a maximum period of twelve (12) months without any loss of seniority. The Board shall be provided a medical certificate for such leave, from the Employee's physician prior to granting said leave of absence. Upon return from leave Employee shall be granted all his/her rights afforded in this Contract in regards to bidding and seniority.
- D. Worker's Compensation Leave: Upon return from a Worker's Compensation claim, the Employee shall retain and accrue seniority and return to his/her former position, if available. If the former position is not available, the Employee shall bump the lowest seniored Employee in his/her classification in order to be assigned a position or assignment.

ARTICLE XIII
MISCELLANEOUS

- A. Act of God Days: Whenever an Act of God day or days are declared by the Employer, the Employee shall be notified by his/her Supervisor or designee not to report to work. Food Service employees are limited to choosing to elect to use (A) two (2) paid sick leave days a year, or (B) elect to receive no pay for that cancelled day.
- B. An Employee called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation or fact finding proceeding, shall be compensated for the difference between the Employee's regular job for which the Employee is contracted. The Employee must notify their Supervisor immediately upon notification of such duty to allow replacement or cancellation of such duty.
- C. Termination: Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee's Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem up to fifty (50) calendar days of accumulated sick leave at the rate of twenty dollars \$20.00 per day. In the event of death, the estate will be paid the money.
- D. Whenever an Employee is required to use his/her personal vehicle for school business, he/she shall be paid the current IRS rate for all mileage incurred. In addition, the District shall reimburse any deductible charged by the Employee's personal automobile insurance company, as long as he/she is not cited for a traffic violation as the result of an accident which occurs while using her/his vehicle for job-related activities. This is not intended to apply to travel going to or from conferences, meetings, or in-service activities.
- E. The manner in which Retirement Time is computed to determine a credit year is six (6) hours per day times one hundred seventy (170) days equals one credit year. When working less than six (6) hours, the time worked for the year is totaled and divided by one hundred seventy (170) days. This amount equals a prorated work year. The determination is completed by the office personnel of the State Retirement Board. The Board shall give a copy of the quarterly retirement report to each Employee at the time it is submitted to the retirement Board.
- F. Workshops/In-Service: The Employees shall attend additional staff development workshops beyond the scheduled annual work day requirements for additional pay of their Employer's choosing. The Employer shall notify Employees ten (10) calendar days when feasible prior to the scheduling of such day.

ARTICLE XIV
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement or written Board policies affecting working conditions of the member. Should a member/Association feel that there has been a violation, he/she will take the following steps:
Step 1: The member/Association, with or without a designated representative, shall discuss the grievance with the Supervisor informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the Supervisor within fifteen (15) work days of the alleged violation and discuss the written grievance with the Supervisor within five (5) work days after the

grievance is filed. If no satisfactory conclusion is reached within five (5) work days following the discussion of the written grievance with the Supervisor, the member/Association shall submit the written grievance within five (5) work days of the discussion with the Supervisor to Step 2. A grievance which is not within the scope of a Supervisor's authority may be filed initially at step 2. The written grievance, as required herein, shall contain:

- a. it shall be signed by the grievant(s)/Association.
- b. it shall be specific;
- c. it shall contain a synopsis of the facts giving rise to the alleged violation;
- d. it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;
- e. it shall contain the date of the alleged violation;
- f. it shall specify the relief requested;
- g. it shall indicate approval or disapproval by the Association.

Step 2: The Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative within ten (10) work days after receipt of the grievance to discuss the grievance. Within ten (10) work days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association representative, and appropriate Supervisor, and place a copy of same in a permanent file in his/her office. If the decision of the Superintendent is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting, within ten (10) work days of receipt of the Superintendent's decision.

Step 3: Upon proper application as specified in Step 2, the Board shall allow the grievant and/or his/her Association representative an opportunity to be heard at a meeting of the Board within twenty (20) work days of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) work days of the meeting. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the appropriate Supervisor, the grievant, and the representative of the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the American Association of Arbitrators within ten (10) work days after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:

- a. The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days, then:
- b. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the party requesting arbitration shall pay the entire cost.

- c. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this Agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of his/her authority.
- B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
- C. The Grievant/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other members.
- D. A grievance may not be processed past Step 3 without the approval and endorsement of the Association.
- E. The time limits provided in this Article shall be strictly observed, but may be extended by written Agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- G. The Association will have on file, in the office of the Superintendent, the names of the Association representative in each building.
- H. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
- I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of sixty (60) calendar days prior to the filing of any grievance under any circumstances.
- J. The Board shall release with pay for the time necessary during regularly scheduled hours, all members necessary for the arbitration hearing.

ARTICLE XV
REDUCTION AND RECALL

In the event Employees are to be laid off, the following shall be applied:

- A. The Association President shall be notified of all layoff/recall action in writing.
- B. Probationary Employees will be laid off before any Employee who has accrued seniority. A probationary Employee will be recalled only after all seniority Employees have been recalled.
- C. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular Employee.
- D. Seniority shall prevail in the lay off and rehiring of Employees.

- E. In reducing the work force, the last Employee hired shall be the first Employee laid off and the last Employee laid off shall be the first Employee rehired.
- F. All Employees shall receive twenty-one (21) calendar days notice of lay off.
- G. In the event of a layoff, the Employee so laid off shall be given fourteen (14) calendar days notice of recall to work, by registered mail to his/her last known address. In the event the Employee fails to make himself/herself available for work at the end of said fourteen (14) calendar days, he/she shall be deemed terminated.
- H. It is understood that an Employee must be able to perform the work available to qualify him/her for recall.
- I. The Employer agrees to post a list of the Employees in the bargaining unit arranged in order of their seniority.
- J. An Employee returning from leave/layoff shall have all of his/her previous accumulated leave/seniority restored.

ARTICLE XVI
STRIKE PROHIBITION

The Association recognizes that strikes, by public Employees, are contrary to the law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

ARTICLE XVII
DURATION

This Agreement shall become effective on July 1, 2009 and remain in full force and effect through June 30, 2012.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

FOWLerville EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION MEA-NEA

BOARD OF EDUCATION
FOWLerville COMMUNITY
SCHOOLS

Theresa Goodwin 3-23-11
Food Service Representative Date

Michael D. Brown 3-12-11
Board President Date

Lynda A. Caudell 2/23/11
Food Service Representative Date

Tamara Prochnow 4-12-11
Board Secretary Date

WAGE SCHEDULE

<u>Classification</u>	<u>Years of Service</u>	<u>Rate of Pay/Hour</u> 2009-2012
Cooks	1	\$10.48
	2	\$11.04
	3	\$13.01
	4	\$13.42
	5	\$13.85
Delivery Driver	1	\$13.33
	2	\$13.75
	3	\$14.17
	4	\$14.61
Manager	1	\$13.65
	2	\$14.07
	3	\$14.52
	4	\$14.96

ASFSA CERTIFIED: The District agrees to pay Employees who are ASFSA certified (or other programs approved by the Employer) the following increase in hourly wages upon proof of completion of classes, proof of certification and annual proof of membership to the Supervisor. State and National dues are paid by the District. Pay increases for ASFSA Certification will be retroactive to the date certification or re-certification was awarded.

<u>Classification</u>	
Level 1	.25
Level 2	.35
Level 3	.45

APPENDIX A

LONGEVITY

Food Service

<u>Years of Service</u>	<u>Annual Longevity Pay</u>
11-15 Years	\$700.00
16-20 Years	\$850.00
21-25 Years	\$1,000.00
26+ Years	\$1,100.00

Longevity payments shall be included in the first or second paycheck in June.

FLAT FEE INCENTIVE PROGRAM

General Guidelines

1. This Flat Fee Incentive Program (FFIP) is limited to Fowlerville Support Personnel Association members who are employed by the Board and who meet the eligibility requirement set forth below.
2. To be eligible for the FFIP an Employee must:
 - A. Be an Employee with at least five (5) years of service in this School District.
 - B. Be actively employed by the Board in good standing and cannot be on layoff or on a leave of absence. A cook off work related to a job related injury will be eligible for the Flat Fee Incentive if he/she meets the other eligibility requirements.
3. The Employee must submit his/her written notification of intention to resign at the end of the current year, and a fully executed Waiver and Release of Claim, a copy of which is available at the Superintendent's office by 4:00 p.m., sixty (60) days prior to the effective date of the resignation.
4. The School Board shall not take action to accept the resignation until the next regular School Board meeting. Employees who apply for the FFIP may withdraw their resignation by providing a written notice to the Superintendent's office, at any time prior to formal Board approval. If the Employee does not withdraw his/her resignation by the date of Board action such resignation shall become irrevocable.
5. In consideration for resignation by the Employee, the Board shall provide the following:

The total due will be paid by September 1st of the year the Employee resigns. The payment is in addition to any other benefits provided under this Agreement.
6. It is expressly understood that the payments are subject to applicable state and federal withholding taxes. Therefore, it is strongly recommended that the Employee consult with an attorney or other tax advisor to determine the tax consequences. It is further understood that the Board and the Association make no

representations as to the tax consequences or liabilities that may occur as a result of an Employee selecting the flat fee incentive program.

FLAT FEE INCENTIVE SCHEDULE

Food Service

Only those food service Employees who are eligible for the flat fee incentive with five years or more of service to the District as of June 30, 2002 will continue to be eligible as defined in Appendix A of this Agreement.

Food Service Employees will receive credit for each year of service according to the following schedule:

\$272.00 for every year employed with the food service department in Fowlerville.

\$181.00 for every year employed with a food service department in another school district.

Total Incentive payment shall not exceed \$3,600.00.

APPENDIX B

April 21, 2006

Food Service grandfathered Managers/or Drivers who qualify for full insurance including family.

Carroll, Linda
Chamberlain, Annette
Judd, Lisa
Klender, Donna
Witt, Nancy
LaBusch, Karen

**Letter of Agreement
between the
Fowlerville Food Service Association
and the
Fowlerville Community Schools Board of Education**

The parties agree to the following language:

403(b) Qualified Retirement Plan for Accumulated Sick Leave/Annual Leave-Vacation Pay/Incentive Pay/"Special Pay" (MEA Financial Services)

- A. All employees who are eligible for accumulated sick-leave pay, annual leave-vacation pay, and/or Flat Fee Incentive Pay shall participate in this program.
- B. All accumulated sick-leave pay, annual leave-vacation, and/or Flat Fee Incentive pay shall be placed in to 403(b) account by the Employer by the timelines listed below.
 - a. Flat Fee Incentive money shall be placed in the 403(b) account by September 1st
 - b. Vacation pay and sick leave pay out shall be placed in the 403(b) account on or before July 15th.
- C. Employees who are 55 years or older by December 31st of the year in which they resign, shall have all amounts from above places in the 403(b) account by the timelines listed above and shall incur no penalty for immediate withdrawal.
- D. Employees who are less than 55 years old by December 31st of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59.5. To offset this penalty, any employee who is less than 55 years old before December 31st of the year in which they resign, shall receive an additional 2.35% of his/her total deposit added to the 403(b) account.
- E. This plan shall be in effect until January 1, 2010 unless extended by mutual agreement of the parties.

Nancy J. Witt
For the Association

5/24/06
Date

Nancy J. Witt
For the Association

5/24/06
Date

Michael D. Brown
For the Board

5/30/06
Date

Elaine M. Zick
For the Board

5/30/06
Date

**Letter of Agreement
between the
Fowlerville Food Service Association
and the
Fowlerville Community Schools Board of Education**

The parties agree to the following language:

403(b) Qualified Retirement Plan for Accumulated Sick Leave/Annual Leave-Vacation Pay/Incentive Pay/”Special Pay” (MEA Financial Services)

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- B. All accumulated sick-leave pay, annual leave-vacation, and/or Flat Fee Incentive pay shall be placed in to 403(b) account by the Employer by the timelines listed below.
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- E. This plan shall be in effect until January 1, 2010 unless extended by mutual agreement of the parties.

For the Association

For the Board

Date

Date

For the Association

For the Board

Date

Date